

August 6, 2004

RE: EOI Based Selection of Engineering Consultant  
Order for Professional Services No. 2063  
Supervision of Construction Services for  
The Interchange 12 Improvements Project  
Borough of Carteret, Middlesex County  
City of Linden, Union County

Dear Consultant:

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOI) for a "Complex Project" from engineering firms prequalified and eligible in Profile Codes B153 "Roadway Construction Inspection," B155 "Bridge Construction Inspection" and B159 "Building Construction and Renovation Inspections," for professional services associated with the referenced project.

A list of all Consultants currently prequalified and eligible to submit an EOI for the above referenced assignment is attached. Throughout this RFEOI the terms, "Consultant" and/or "Consulting Firm," shall mean the Consultant and its subconsultant(s) that jointly comprise the team to be used for this assignment.

In accordance with the Authority's current procedure, an RFEOI posting notification letter, which advises Consultants that the RFEOI has been posted on the Internet, will be sent to Consultants currently prequalified and eligible for this assignment.

This Request for Expression of Interest (RFEOI) is for the construction supervision and inspection services required for the Interchange 12 Improvements Project. The total project construction cost is preliminarily estimated at about \$110 million. Construction inspection and supervision services will commence with the award of Contract No. R-1486, which is currently scheduled to be presented by the Engineering Department at the October 2004 Commission Meeting. It is estimated that all services will be completed by June 2009. The project is comprised of three (3) construction contracts. Each of these contracts along with the estimated construction cost and schedule are more fully described below.

**Contract No. R-1486 – Interchange No. 12 Local Road Interim Improvements:**

This contract shall construct new Ramps TE and ET from the eastern end of the existing toll plaza to Industrial Road. It shall also reconstruct portions of Roosevelt Avenue and Industrial Road which includes grading, paving, traffic signals, lighting, culverts, drainage, signing and other

incidental work.

The contract is currently scheduled to be awarded at the October 2004 Commission Meeting and has an anticipated duration of 12 months. The estimated construction cost is \$5 million.

**Contract No. R-1487 – Interchange 12 Reconstruction:**

The work shall include construction of the toll plaza roadway approaches in the vicinity of the new toll plaza, grading, drainage, asphalt and concrete pavement, roadway lighting, sign structures, retaining walls, roadway structure and other items typically associated with a contract of this nature. It shall also construct a new Toll Plaza facility consisting of fourteen (14) lanes, including E-ZPass. The new facility shall include a 5,000 square foot utility building, tunnel, canopy, toll islands, toll booths, DATIM enclosures, concrete lane and approach pavement and all miscellaneous work associated with toll plaza construction. In addition, the contract will include all work associated with building construction, including but not limited to, concrete foundations, structural steel, masonry, electrical, plumbing, HVAC, architectural, and fire protection systems. The new facility will utilize the Authority's current ETC technology, including dedicated E-ZPass lanes where designated.

The design of this contract commenced August 1, 2004. It is anticipated that all work associated with the preparation of contract documents shall be completed in order to award this contract at the December 2005 Commission Meeting. The contract duration is estimated to be 16 months. The preliminary construction cost is estimated to be \$55 million.

**Contract No. R-1488 – Tremley Point Connector Road:**

This contract will construct a new roadway approximately 5,750 feet long. It will consist of a 600 foot long bridge over the Rahway River, a bridge over Conrail Railroad Tracks and roadway pavement. The work will include construction of concrete foundations, pier construction, structural steel, reinforced concrete bridge decks and parapet construction, concrete approach slabs, bridge drainage structures. Roadway items will include embankment, grading, paving, drainage, signing, traffic signals, lighting, culverts, and other incidental work

Design of this contract is expected to commence November 1, 2004. It is anticipated that the preparation of contract documents and all required activities necessary for construction will be completed such that the contract will be recommended for award at the February 2007 Commission Meeting. The contract duration is estimated to be 24 months at a cost of \$50 million.

The work identified will require certain activities to be performed at night. Due to the potential for around the clock work at certain times which are required primarily for shifting traffic and/or placing, resetting and removing concrete construction barrier between construction stages, two shift staffing will be necessary intermittently for the field supervision.

All services shall be performed in accordance with the Authority's "Manual for Construction," dated

June 1987, setting forth the general requirements for performing administrative and inspection work. The Authority has the right to amend the instructions contained in the manual at its sole discretion.

The Authority will be seeking participation of firms registered as Small Business Enterprises (“SBE”) as determined and defined by the New Jersey Commerce and Economic Growth Commission. The goal for this assignment will be 25% SBE participation.

The Consultant personnel for this assignment shall be fully experienced with the above outlined work operations and maintenance and protection of traffic procedures and requirements.

The Consultant will be required to coordinate with all involved parties, which shall include, but not be limited to: various Turnpike Authority operating departments, NJDEP, Conrail/Norfolk Southern railroad, Freehold and Somerset-Union SCDs, local governments, including Middlesex and Union Counties, Borough of Carteret, City of Linden, utility companies and projects by others.

All listed firms that can provide a committed full time staff of approximately twenty (20) personnel typically consisting of one (1) Project Manager (part time); one (1) Field Project Engineer; one (1) Resident Engineer, familiar with highway construction; one (1) Resident Engineer, familiar with highway and bridge construction; one (1) Resident Engineer, familiar with building/toll plaza/highway/bridge construction; two (2) Inspectors, familiar with highway construction; seven (7) Inspectors, familiar with highway and bridge construction; one (1) Inspector, familiar with highway and building construction including electrical, plumbing and HVAC construction; one (1) Licensed Land Surveyor (part time); one (1) three man survey crew (part time); one (1) office engineer; one (1) Planning & Scheduling Specialist (part time); and one (1) Draftsperson/CADD (part time) to provide the services described herein, are encouraged to submit an EOI.

The Consultant’s team shall demonstrate prior successful completion of at least the same magnitude complex assignment, performed within the last five years.

Preliminary contract documents, conceptual plans and various reference materials are available for review at the Turnpike Authority Building (formerly the Garden State Parkway Administration Building), King Georges Post Road, Woodbridge, New Jersey. Consultants can arrange to review the available information by contacting John Ferrandino, Chief Draftsman at 732-442-8600, (Ext. 2220).

#### Evaluation and Submission Requirements

Qualified firms or joint ventures being considered for this assignment shall submit five (5) copies of an Expression of Interest (EOI) which contains the following information:

- 1) Letter of Interest not exceeding five (5) single-sided, letter-sized pages summarizing the firm’s:
  - 1) Experience of the Firm on Similar Projects
  - 2) Resident Engineer’s Qualifications and Relevant Experiences
  - 3) Key Personnel’s Qualifications and Relevant Experience

- 4) Understanding of the Project and Authority's Needs
  - 5) Approach to the Project (estimate of hours will be evaluated under this rating factor)
  - 6) Firms Commitment and Ability to Perform the Proposed Work and Outstanding Work with the Authority
  - 7) Commitment to Quality Management
  - 8) Attainment of SBE Participation Goals
- 2) One organizational chart, not exceeding one (1) single-sided page showing key personnel names, position, title and reporting relationships.
  - 3) One (1) page single-sided resume for up to eight (8) key project personnel including subconsultants stating relevant experience including dates of assignments and professional qualifications.
  - 4) One (1) page, single-sided letter size man-hour estimate, for each ASCE grade classification anticipated to be required for this project. See "Attachment to EOI Solicitation" for staffing schedule, detailed scope of work and other pertinent information needed to prepare a man-hour estimate.
  - 5) One (1) page, single-sided letter size project schedule.
  - 6) Disclosure Form A – "Outstanding Work Form" for the prime Consultant and all subconsultants (available on the Authority's website under Business Center, Professional Services, Expression of Interest, Supplemental Forms).
  - 7) U.S. Government Form 254 for the Consultant and all subconsultants.
  - 8) Affirmative Action Requirements – Exhibit AA1 (see Attachments to Expression of Interest Solicitation) and Exhibit AA2 (available on the Authority's website under Business Center, Professional Services, Expressions of Interest, Supplemental Forms, "Affirmative Action Employee Information Report – AA-302.")
  - 9) Affidavit of Eligibility/Disclosure of Material Litigation (available on the Authority's website under Business Center, Professional Services, Expression of Interest, Supplemental Forms).
  - 10) Small Business Enterprise Subconsulting Program (see Attachments to Expression of Interest Solicitation).

Key personnel proposed by the Consultant in their Expression of Interest shall be used in the performance of this assignment. The Consultant shall not include alternate staffing in their Expression of Interest. The Consultant shall not substitute the Project Manager, the Field Project Engineer and the Resident Engineers or any key personnel, including any subconsultant's key personnel, during the performance of this assignment without prior written notification to the Authority, and only upon approval by the Authority. Individuals which you propose in the Expression of Interest must be used in the performance of the project. Inspector substitutions may be permitted upon approval by the

Authority. Approval for substitute personnel shall be granted at the Authority's sole discretion.

If the EOI submittal is incomplete, or the Consultant does not meet any one of the above requirements, the EOI may be rejected at the sole discretion of the Authority. Expressions of Interest are limited to a total of sixteen (16) single-sided letter-sized (8 1/2" x 11") pages, exclusive of the Disclosure Form, Form 254, and the Affidavit of Eligibility/Disclosure of Material Litigation Form. Pages in excess of the limitation for each of the EOI criteria specified above, will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered incomplete and may be rejected.

Expressions of Interest must be submitted no later than 4:00 p.m., on August 24, 2004. Consultants will be fully responsible for the delivery of their EOIs. Reliance upon the U.S. Mail or other carriers is at the Consultant's risk. Late EOIs will not be considered. EOIs should be delivered to:

New Jersey Turnpike Authority  
King Georges Post Road  
P.O. Box 5050  
Woodbridge, New Jersey 07095-5050  
Attn: Engineering Department, Highways Section  
Ricardo McNeil, Project Engineer

Inquiries concerning the RFEOI are to be directed in writing to Ricardo McNeil, Project Engineer, Highways, New Jersey Turnpike Authority, King Georges Post Road, P. O. Box 5050, Woodbridge, New Jersey 07095. Inquiries by FAX are acceptable. The Fax number is (732) 293-3681. Inquiries by E-Mail are acceptable. The E-Mail address is [mcneil@turnpike.state.nj.us](mailto:mcneil@turnpike.state.nj.us). The Authority will respond to all written inquiries received by 5:00 p.m., August 13, 2004. Each inquiry will be stated and a written response provided. Responses will be posted on the Internet on August 18, 2004. Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses.

The EOIs will be ranked on the basis of numerical scores. For this project, the rating factors and weights are:

<b><u>Rating Factors</u></b>	<b><u>Weighting %</u></b>
1) Experience of the Firm on Similar Projects	15
2) Resident Engineer's Qualifications and Relevant Experience	15
3) Key Personnel's Qualifications and Relevant Experience	15
4) Understanding the Project and Authority's Needs	15
5) Approach to the Project (estimate of hours will be evaluated under this rating factor)	15
6) Firms Commitment and Ability to Perform the Proposed Work and Outstanding Work with the Authority	10
7) Commitment to Quality Management	10
8) Attainment of SBE Participation Goals	—5

100%

Following a review of submitted Expressions of Interest, the Authority will solicit Technical and sealed Fee Proposals from three to five firms it deems the most qualified based on the EOI evaluation. Upon review of the Technical Proposals, Oral Presentations may be requested with the highest ranking firms prior to the opening of the Fee Proposals. All respondents will be notified at the completion of the process regarding their status.

As part of the Consultant's submission of an EOI, the Consultant shall disclose to the Authority all contractual relationships with any third parties which create an actual or perceived conflict of interest with regard to the Consultant's duty of professional loyalty to the Authority. If the Authority, in its sole discretion, determines that any such relationship will create an actual or perceived conflict of interest, and the Consultant is unable or unwilling to terminate that contractual relationship, then the Consultant will not be permitted to submit a Technical and Fee Proposal and will not be awarded this OPS. The Consultant's duty to disclose such contractual relationships to the Authority shall constitute a continuing obligation of the Consultant during the performance of services to the Authority.

If the Consultant is required to submit such a disclosure, it shall be provided in a separate section of the EOI and this section shall not count toward the above stated page limitation.

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is attached. By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

Insurance coverages and an indemnification agreement which will be required by the successful Consultant are contained in the attachment entitled "INSURANCE AND INDEMNIFICATION."

All Prime Consultants or joint ventures must have on file with the Authority a "Professional Service Prequalification Questionnaire" (PSPQ) prior to the submission date.

Very truly yours,

Richard J. Raczynski, P.E.  
Chief Engineer

RJR/lma  
Attachments

cc: R. J. Grimm, P.E.

J. L. Williams, P.E.  
R. McNeil  
J. Ferrandino  
File

Consultant List  
Order for Professional Services No. 2063  
Profile Code B153 - Roadway Construction Inspection  
Profile Code B155 – Bridge Construction Inspection  
Profile Code B159 – Building Construction and Renovation Inspections

ALAIMO GROUP
AMERCOM CORPORATION
AMMANN & WHITNEY CORP.
ARMAND CORPORATION
BOSWELL ENGINEERING
BUCHART-HORN, INC.
CHILTON ENGINEERING, INC.
CONSOER TOWNSEND ENVIRODYNE ENGINEERS
DEWBERRY
DMJM+HARRIS, INC.
EDWARDS & KELCEY, INC.
GANNETT FLEMING, INC.
GENTECH ENGINEERING ASSOCIATES, P.C.
GREENMAN-PEDERSEN, INC.
HATCH MOTT MACDONALD
JACOBS CIVIL INC.
K S ENGINEERS, P.C.
KUPPER ASSOCIATES
MUNOZ ENGINEERING, P.C.
PARSONS BRINCKERHOFF CONSTR. SVCS., INC.
REMINGTON & VERNICK ENGINEERS
SHAW/STONE & WEBSTER, INC.
SITE - BLAUVELT ENGINEERS, INC.
STV INCORPORATED
T & M ASSOCIATES
TECTONIC ENG. & SURVEYING CONSULTANTS P.C.
URBAN ENGINEERS, INC.
WASHINGTON GROUP INTERNATIONAL, INC.



ATTACHMENTS

TO

EXPRESSION OF INTEREST SOLICITATION

FOR

SUPERVISION OF CONSTRUCTION SERVICES FOR

THE INTERCHANGE 12 IMPROVEMENTS PROJECT

BOROUGH OF CARTERET, MIDDLESEX COUNTY

CITY OF LINDEN, UNION COUNTY

ORDER FOR PROFESSIONAL SERVICES NO. 2063

August 6, 2004

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## **SECTION I**

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

#### Professional Corporation

Incorporated firms that have not filed a copy of a Certificate of Authorization, as required by NJSA 45:8-56, with the Authority must include a copy of the Certificate with the EOI.

Professional service corporations established pursuant to the "Professional Service Corporation Act," P.L. 1969, c. 232 (N.J.S.A. 14A:17-1 et seq.), are exempt from this requirement.

#### Signatures

Fee proposals must be signed by an officer authorized to make a binding commitment.

#### Incurring Costs

The NJTA shall not be liable for any costs incurred by any consultant in the preparation of its EOI and Proposal for the services requested by this EOI and Proposal solicitation.

#### Addendum to EOI Solicitations

If at any time prior to receiving EOIs it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be provided to each consultant.

#### Acceptance of EOIs

The NJTA may award an Order for Professional Services (OPS) for these services to a proposer that the NJTA determines best satisfies the needs of the NJTA. The EOI and Proposal does not in any manner or form commit the NJTA to award any OPS. The contents of the EOIs and Proposals may become a contractual obligation, if, in fact, the proposals are accepted and an OPS is entered into with the NJTA. Failure of a proposer to adhere and/or honor any or all of the obligations of the EOIs and Proposal may result in cancellation of any award of OPS by the NJTA.

#### Disclosure of Potential Conflicts of Interest

As part of the Consultant's submission of an EOI, the Consultant shall disclose to the Authority all contractual relationships with any third parties which create an actual or perceived conflict of interest with regard to the Consultant's duty of professional loyalty to the Authority. If the Authority, in its sole discretion, determines that any such relationship will create an actual or perceived conflict of interest, and the Consultant is unable or unwilling to terminate that contractual relationship, then the Consultant will not be permitted to submit a Technical and Fee Proposal and will not be awarded this OPS. The Consultant's duty to disclose such contractual relationships to the Authority shall constitute a continuing obligation of the Consultant during the performance of services to the Authority.

### Rejection of EOIs and Proposals

The NJTA shall not be obligated at any time to award any OPS to any consultant.

### Final Contract

Any OPS entered into with a selected consultant shall be a contract that shall be satisfactory to the NJTA in accordance with the laws of the State of New Jersey. It is understood that any OPS that may be awarded will be on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

Proposers are advised that the following language is included in the OPS regarding professional standard of care:

"The Authority's Chief Engineer may disapprove at any time any item of service by the Consultant if such item is not in accordance with the requirements of this Order for Professional Services or the standard of care of the Consultant as set forth in this Section. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of nonfulfillment of the foregoing warranty, the Consultant shall promptly re-perform at the written request of the Authority made at any time within a one (1) year period after the Authority's acceptance (by use) of the services, such corrective services (within the original scope of the Consultant's services) as may be necessary to conform to the foregoing warranty; provided further, however, that the Authority's Chief Engineer shall have the right throughout the course of the entire project to review the Consultant's work and request changes and corrections so that the services of the Consultant conform to the requirements of this Order for Professional Services and standard of care. All costs incurred by the Consultant in performing such correction services shall be borne by the Consultant."

### Dissemination of Information

Information included in this document or in any way associated with this project is intended for use only by the consultant and the NJTA and is to remain the property of the NJTA. Under no circumstances shall any of said information be published, copied or used, except in replying to this EOI solicitation.

### News Releases

No news releases pertaining to this project to which it relates shall be made without NJTA approval and then only in coordination with the issuing office and the NJTA Media Relations Coordinator.

### Public Records

Any proposal received from a proposer under this EOI solicitation constitutes a public document that will be made available to the public upon request. A proposer may request the Director of Law to deem certain sections of its EOI containing personal, financial or proprietary information non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4, which determination shall be in the sole discretion of the Director of Law.

## **SECTION II**

### **SCOPE OF SERVICES**

#### **GENERAL**

All services provided by the Consultant shall be in strict conformance with Authority standards of quality, as may be found in the New Jersey Turnpike Authority Construction Manual and Standard Specifications. These publications may be purchased from the Authority by application to John Ferrandino, Chief Draftsman, Telephone: (732) 442-8600, Ext. 2220.

The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations.

It will be the Consultant's responsibility to bring to the attention of the Authority in the proposal, or at the time during the submission of the proposal, any errors, omissions and non-compliance discovered in the Scope of Services Section.

The Authority will be seeking participation of firms registered as Small Business Enterprises ("SBE") as determined by the New Jersey Commerce and Economic Growth Commission. The goal for this project will be 25% SBE participation.

#### **PROJECT COORDINATION**

##### **I. NITA Coordination**

The Consultant will coordinate its activities with NJTA personnel throughout the course of this OPS. Early on the Consultant will establish a means of coordinating and reporting its activities with the designated project engineer to ensure an expeditious exchange of information. The NJTA shall be informed of all meetings (so that NJTA personnel can attend if necessary.)

##### **II. Inter-Agency Coordination**

The Consultant will be required to contact and/or meet with representatives of state, county and/or other agencies to view and determine all necessary project requirements and permits. The local authorities must also be consulted with respect to local road improvements and access.

#### **INTRODUCTION**

The Consultant shall furnish professional engineering inspection of construction supervision services for the Interchange 12 Improvements Project. This project consists of three construction contracts. It provides for the construction of a new Interchange 12 in the immediate vicinity of existing interchange along with improvements to the local roadway system to accommodate new and improved access to and from the Turnpike. In addition, a new roadway, called the Tremley Point Connector Road will be constructed. This roadway, which will become the jurisdiction of others, will link Industrial Road in the Borough of Carteret, Middlesex County, with Tremley Point in the City of Linden, Union County. The

proposed connector road will allow for a direct link between the Tremley Point redevelopment area and the new widened toll plaza at Interchange 12.

Construction services will commence with the supervision of Contract No. R-1486, Interchange No. 12 Local Road Interim Improvements. This contract will provide for the construction of new ramps to and from the east end of the existing interchange to Industrial Road. Portions of Roosevelt Avenue and Industrial Road will be improved and new traffic signals constructed.

The construction of the new toll plaza and all work associated with it will be performed under Contract No. R-1487 that is anticipated will be awarded at the December 2005 Commission Meeting. This contract will construct the new fourteen (14) lane toll plaza facility with a 5,000 square foot utility building. Typical for Turnpike interchanges, the plaza will include a tunnel, canopy, toll islands, toll booths, DATIM enclosures, etc. New roadways with several bridge structures and retaining walls will be constructed, along with other miscellaneous items.

The last of the three contracts is the construction of the new roadway called the Tremley Point Connector Road. This work will not commence until the spring of 2007 due to the time required to prepare contract documents, undertake all ancillary activities in preparation for construction and secure the necessary environmental permits. This contract will consist of a new roadway approximately 5,750 feet in length with a new 600 foot long bridge structure over the Rahway River. This roadway will ultimately be under the jurisdiction of others. Preliminary estimates indicate that the construction will take about two years.

Section IV identifies the anticipated staffing requirements that should be considered the basis for this EOI. The consultant shall complete the table, identifying the number of hours anticipated to be required for each individual identified, on a per contract basis. The Consultant shall expand and/or modify the chart as deemed necessary for the total performance of this project.

#### SPECIFIC PRINCIPAL SERVICES

The Consultant shall provide inspection services that are generally defined as including, but not limited to, checking that all work is done in compliance with the contract plans and specifications, inspection of all construction materials to be used at the site to insure compliance with the contract plans and specifications, to obtain certifications of all manufactured materials, the maintenance of as-built information and plans and all such other services as may be required to furnish a complete engineering service of high quality.

The Consultant shall:

1. Provide professional services for the inspection and monitoring of construction, assigning qualified engineering personnel with capable supporting staff for that purpose. The Consultant will also be required to coordinate the projects included in this OPS with any and all projects undertaken by the Authority or other Agency that may affect the Master Schedule prepared for these projects.
2. Confer with the Authority with regard to the details of field inspection services to be provided

prior to the start of any construction contract.

3. Provide a resident staff at a field office, to be provided by the Authority, during periods of construction activity while rendering services in connection with this project. Said staff is to be supervised and directed by a professional engineer licensed in the State of New Jersey who shall be designated as the Field Project Engineer, and whose full time office shall be at the field office. The Field Project Engineer shall respond to calls from the Turnpike staff to be present in the field to observe and/or assist with incidents that affect Turnpike traffic. The Field Project Engineer must be reachable 24 hours a day. The duties of the staff shall include, but not limited to, the following:
  - a. The Consultant will be responsible to prepare and submit two separate monthly progress reports, one written and one graphic, indicating percent complete by task, for each contract included in the project, the reports must correspond to the invoices. A third report is required describing the consultant's effort over the period covered by the report.
  - b. Detailed review and approval of contractors' computer generated CPM progress schedules, including analysis of the logic associated with these schedules. Provide a master project baseline schedule, incorporating all inter-related milestones between the respective contracts. The master schedule shall be updated monthly, incorporating the progress reflected in the updates provided by the contractors for the respective contracts. Provide advance indication of schedule or cost variance from approved contractor plans, and recommend remedial action to the contractor, and/or the Authority. The construction contractors are required to submit one set of IBM personal computer compatible data diskettes (as well as hard copies of their schedules).

The required software which the Consultant is responsible to acquire for their own use is Primavera Project Planner with Primavision, which are U.S. registered trademarks of Primavera Systems, Inc. of Bala Cynwyd, Pennsylvania.

The construction contractors are being required to prepare and present their schedule using this system.

- c. Inspect, record and ensure acceptable progress on all Utility Work Orders.
- d. Maintain a daily diary recording the major events of each day.
- e. The Consultant shall hire, coordinate, instruct and pay all testing laboratories. The testing laboratory must be approved by the Authority. Testing laboratories will be retained by the Consultant and reimbursed by the Authority as a direct expense. Off-site laboratory testing by an independent testing laboratory is intended to provide all off-site testing and inspection of shop fabrication of structural steel, asphalt and concrete mixes, precast concrete products, and other similar materials that require off-site testing. In addition, soils testing, determination of asphalt and concrete in place properties, embankment densities and shop inspection of overhead sign structures will also be performed by the testing lab retained by the Consultant. The Consultant will be responsible for on site sampling of concrete material and all on-site visual inspections. The Authority will be



copied by the testing laboratory on all testing reports. The approved testing laboratory must have current AASHTO accreditation for all of the following AASHTO testing procedures (allowable ASTM equivalents); T30, T164(D2172), T209, T269(D3203), T22(C39) T119(C143), T121(C138), T141(C172), T152(C231), T196(C173). Evidence of AMRL and CCRL inspection will not be accepted in lieu of AASHTO accreditation.

- f. Conduct preconstruction conference and job meetings, attend all meetings called by the Authority and prepare written minutes of all meetings attended.
- g. Coordinate the construction activities with neighboring agencies, railroads and other contractors working concurrently in the same or adjacent work zones.
- h. Review contractor's proposed construction methods, including all erection and demolition procedures.
- i. Perform constructability reviews during the design phase and assist in providing as-built information when requested.
- j. Request and review such materials certificates as may be required.
- k. Prepare daily reports of construction activity and associated engineering inspection effort.
- l. Prepare weekly progress summaries for each item on each contract and submit to the Authority when requested or at minimum, monthly.
- m. Prepare bi-weekly narrative reports regarding specific problems that are impeding progress, for transmittal to the Authority.
- n. Prepare monthly S-curve progress summaries on each contract for transmittal to the Authority.
- o. Prepare and submit for processing certificates of payment as required for construction contracts, each month or semi-monthly.
- p. Prepare and recommend for payment change orders that may become necessary because of changed conditions and/or extra work during construction.
- q. Review the contractor's request for lane or shoulder closings for compliance with the contract requirements and present those requests after his approval at the Authority's weekly lane closing meeting.
- r. Review, recommend and submit for processing Utility Work Order invoices.
- s. Review, approve and process all shop drawings, catalog cuts, material certifications and methods of work and equipment. Shop drawings will be reviewed for final approval by the design engineer. As part of the shop drawing processing, the Consultant shall check

and review all the shop drawings for completeness, deviations from previously employed and approved methods, field condition applicability and constructability and shall advise the design engineer accordingly.

- t. Prepare a report in case of an accident affecting the Contractor or the Consultant and the respective personnel.
4. Provide a surveyor licensed by the State of New Jersey to be responsible for verifying the contractor's stake-out for the setting of right-of-way and baseline monuments and such other survey personnel as may be required to perform at least the following duties:
- a. Without assuming the contractor's responsibility for such location, check, prior to construction, the center line of all roadways, ramps, access roads, parking areas, detours and such other control lines that may appear on the design plans.
  - b. Without assuming the contractor's responsibility for such location, check, prior to construction, the center line of bearing or reference line for all bridge piers, bridge abutments, box culverts, retaining walls, toll plazas, buildings, towers, and overhead sign foundations.
  - c. Establish bench marks within 200 ft. of all bridges, box culverts, retaining walls and building.
  - d. Without assuming the contractor's responsibility for such location, check and verify the location and dimension of each footing form and column dowel cluster and each anchor bolt prior to casting in concrete.
  - e. Check as-erected bridge stringer quarter-point elevations, bridge deck thickness, deck screed rail elevations, and bridge seat elevations.
  - f. Check such other construction layout and dimensions as may be necessary.
5. The inspection staff shall assure compliance with the contract plans and specifications, report on the quantities of materials furnished and the numbers and classification of workmen employed and the type and size of equipment used on all construction operations, take such tests as may be required to insure material compliance with the specifications, and evaluate and approve the quality and workmanship of all contract work.
6. Staff a Project Office at all times when the contractors are working and until 5:00 P.M. each weekday to receive mail and telephone messages, to issue correspondence in a timely manner, and maintain files pertinent to the project.
7. Make allowance for sufficient staffing to perform administrative services prior to and following construction.  
Maintain as-built records and prepare as-built drawings.

The Consultant will be responsible for making all corrections to the Contract Documents due to

changes made during the construction of the project.

The Consultant will be furnished with the Auto-CAD file and original mylars. The corrections shall be made on the original mylars in permanent ink in accordance with the N.J. Turnpike Authority's Design Manual.

Corrections on Auto-CAD files shall be made in accordance with the N.J. Turnpike Design Guide for CADD Files.

#### GENERAL REQUIREMENTS:

1. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder without the prior written approval of the Authority.
2. The Consultant shall comply with all federal and state laws applicable for the work to be performed under this Order for Professional Services.
3. Submit a staffing table and resumes reflecting detailed, dated employment and experience records of the key personnel intended to be assigned to this project.
4. Perform the services in accordance with the "Manual for Construction", dated June 1987, setting forth the general requirements for performing administrative and inspection work. The Authority has the right to amend the instructions contained in the manual at its sole discretion.
5. The successful Consultant agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin or handicap. If awarded a contract, your firm/company will be required to comply with the requirements of P.S. 1975, C. 127 (N.J.A.C. 17:27).
6. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk to absorb any costs he may incur above and beyond the authorized fee. Invoices are required to be submitted on a monthly basis and shall be received by the Authority within 15 business days of the cutoff date.
7. The Authority will provide Turnpike passes for the field personnel authorizing toll free passage between the job site and the Interchange nearest the firm's headquarters.
8. The Consultant will provide and install for the Consultant's staff up to ten (10) New Jersey Maintenance Band radios for their use in communicating with the various Authority departments involved in construction or lane closing operations. The purchase of the new Motorola Mobile radios will be reimbursed as a direct expense, and turned over to the Authority at the conclusion

of the assignment.

9. The Authority will provide a field office with heating and air conditioning. Furnishings to be provided by the contractor. An answering machine, typewriter, personal computer, duplication equipment, etc., as necessary, shall be furnished by the Consultant. The personal computer shall be equipped to allow for on line communication by Electronic Mail between the field office and the Authority, which shall be on a second line separate from the phone. The contractor is obligated to pay for supplying electric power, installation of a telephone, telephone lines and field office maintenance. Telephone bills are to be paid by the Consultant. Costs incurred by the Consultant as outlined above are considered overhead and shall be included in the multiplier mentioned under compensation basis.
10. The Consultant shall take and provide color aerial photographs showing the progress of the work. An average of five views shall be taken every three months until the completion of the projects. The actual number and location of the views to be taken each quarter will be determined by the Authority. The Consultant shall assume that up to three (3) Authority personnel will participate and board the aircraft used for taking the aerial photographs. The cost associated with the aerial photographs shall be reimbursed by the Authority as a direct expense.
11. Consultant is specifically informed that the New Jersey Turnpike Authority Fiber Optic Cable System is an extremely important asset. The fiber optic cable facility was constructed under Contract No. 1296, which is included as reference material for review. The system is located along and adjacent to the Turnpike's roadway and its facilities in the vicinity of this project.

The Consultant shall take all precautionary measures required to safeguard these facilities when performing field investigation/ activities and shall consider the impact and effect of the system on the construction throughout the total performance of this assignment. The Consultant is required to execute the Authority's Fiber Optic Contract Documents Review Certification. This document is found on the Authority's website entitled "Professional Services" listed under the Expression of Interest Section, Supplemental Forms.

All correspondence, invoices and transmittals for the project shall be referenced by the NJTA's Order for Professional Services number and the construction Contract Number.

#### Reference Material Available

The following reference material is available for review at the Turnpike Authority Building (formerly the Garden State Parkway Administration Building), King Georges Post Road, Woodbridge, New Jersey 07095-5050. Consultants wishing to review this material must make prior arrangements by contacting John Ferrandino, Chief Drafter at (732) 442-8600, Ext. 2220.

- A) Contract No. R-1486, "Interchange 12 Local Road Interim Improvements", Phase C plans and specifications, prepared by Edwards & Kelcey (E&K).

- B) Environmental Soil and Groundwater Sampling Report for Interchange 12 Improvements, Volumes I-III, dated December 2003, prepared by E&K.
- C) Interchange 12 Improvements, Preliminary Geotechnical Report for Connector Road, dated June 25, 2004, prepared by E&K.
- D) Final Environmental Impact Statement (EIS), Interchange 12 Improvements Project, dated March 2003, prepared by E&K.
- E) Draft Environmental Impact Statement (EIS), Tremley Point Connector Road Project, dated May 2003, prepared by E&K.
- F) Interchange 12 Final Improvements, Preliminary Design Report and Preliminary Design Plans for Interchange Preferred Alternative, dated December 2003, prepared by E&K.
- G) Interchange 12 Improvements, Tremley Point Connector Road, Preliminary Design Report for the Connector Road between Industrial Road (Carteret) and Tremley Point (Linden), dated July 9, 2004, prepared by E&K.

### **SECTION III**

#### **OPS PROCUREMENT AND CONSTRUCTION SCHEDULES**

<b><u>OPS/PROCUREMENT SCHEDULE</u></b>	<b><u>DATE</u></b>
Posting of RFEOI	August 6, 2004
Closing Date for Submittal of EOI Inquiries	August 13, 2004
Posting EOI Inquiry Responses	August 18, 2004
Closing Date for Submittal of EOI	August 24, 2004
Request of Technical Proposal and Fee Proposal From Selected Firm(s)	September 8, 2004
Submittal of Technical Proposal and Fee Proposal	September 28, 2004
Oral Presentation	October 13, 2004
Anticipated Approval by NJTA Commissioners	October 26, 2004

#### **CONSTRUCTION SCHEDULES**

Anticipated Approval by NJTA Commissioners	
1) Contract No. R-1486	November 2004
2) Contract No. R-1487	December 2005
3) Contract No. R-1488	February 2007

Approximate Construction Duration Contract No. R-1486 – 12 months

Approximate Construction Duration Contract No. R-1487 – 16 months

Approximate Construction Duration Contract No. R-1488 – 24 months

**SECTION IV**  
**STAFFING SCHEDULE / MAN HOUR ESTIMATE**  
**SUPERVISION OF CONSTRUCTION SERVICES**  
**ORDER FOR PROFESSIONAL SERVICES NO. 2063**

CLASSIFICATION/EXPERIENCE	ASCE GRADE CLASSIFICATION	NAME	TOTAL HOURS	
			ST HR	OT HR
Project Manager (Part Time)				
Field Project Engineer				
<b>Contract No. R-1486</b> Resident Engineer/Inspector Inspector 1 – Highway Inspector 2 – Highway/Electrical Inspector 3 – Highway/Utilities				
<b>Contract No. R-1487</b> Resident Engineer Inspector 4 – Highway/Structural Inspector 5 – Highway/Structural Inspector 6 – Highway/Structural Inspector 7 – Building Inspector 8 – Building/Mechanical Inspector 9 – Highway/Electrical Inspector 10 – Highway/Utilities				
<b>Contract No. R-1488</b> Resident Engineer Inspector 11 – Highway/Structural Inspector 12 – Highway/Structural Inspector 13 – Highway Inspector 14 – Highway				
Office Engineer				
Licensed Land Surveyor (Part Time)				
Party Chief Instrument person Rod person (Part Time)				
Planning & Scheduling Specialist (Part Time)				
Draftsperson/CADD (Part Time)				
<b>TOTAL</b>				

## SECTION V

### COMPENSATION BASIS

The Fee Proposal shall be on a cost-plus fee basis, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.20, plus direct expenses and subconsultant services at cost.

The multiplier shall not be applied to the premium portion of overtime. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this RFEOL.

Average rates per classification/grade will not be permitted to determine total labor costs. The Consultant shall list each individual proposed for the project by the ASCE Grade Classification and include the hours and hourly pay rate. If cost of living, or merit increases are anticipated during the life of the project, the rates shall be increased accordingly with a statement as to the percent increase included. If such a statement is not provided, wage rate increases for cost of living or merit will **not** be approved.

Salaries shall be charged at the Consultant's hourly rates. The Consultant is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as presented in the Technical and Fee Proposals. Individual standard and overtime rates must be approved by the Authority's Chief Engineer or the Chief Engineer's designated representative prior to commencement of work or whenever the Consultant proposes that an individual's rate be changed during the term of this OPS, provided such change is reflected in the Consultant's Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, approval of overtime must be issued by the Authority. The Field Project Engineer will not be paid for overtime worked, he is expected to be a salaried employee.

Direct expenses shall include testing laboratory services, aerial photographs, Motorola Mobile Radios purchased exclusively for use on this OPS, mileage, photographic film and film developing and printing. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the field office and the job site and return. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

Subconsultant services are those required services performed by other firms at the Consultant's direction. These services in excess of \$5,000 must be approved in advance by the Authority.



## **SECTION VI**

### **AFFIRMATIVE ACTION**

The Consultant must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin or handicap.

In addition, the consultant must state in the EOI that it agrees to fulfill all requirements and goals. The appropriate form must be completed and submitted to the NJTA by the selected consultant immediately after being notified of award of the OPS.

Exhibit AA1 - Mandatory Language for Professional Service Contracts.

However, if a firm maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the AA-302 Form.

The Authority's form is available on its website under Business Center, Professional Services, Expression of Interest, Supplemental Forms, "Affirmative Action Employee Information Report - AA-302."

## EXHIBIT AA1

### P.L. 1975, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this Order for Professional Services, the Consultant agrees as follows:

- (a) The Consultant or Subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- (b) The Consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- (c) The Consultant or subconsultant, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Consultant or subconsultant, where applicable, agree to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The Consultant or subconsultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- (f) The Consultant or subconsultant agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that is does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect

discriminatory practices.

(g) The Consultant or subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

(h) The Consultant or subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(i) The Consultant and its subconsultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

## **SECTION VII**

### **AFFIDAVIT OF ELIGIBILITY/DISCLOSURE OF MATERIAL LITIGATION**

The Consultant must submit an Affidavit of Eligibility/Disclosure of Material Litigation on the form available on the Authority's website under Business Center, Professional Services, Expression of Interest, Supplemental Forms, "Affidavit of Eligibility Form."

## **SECTION VIII**

### **CODE OF ETHICAL STANDARDS**

By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division of Ethical Standards of the State of New Jersey. The Code of Ethical Standards is available on the Authority's website under Business Center, Professional Services, Expressions of Interest, Supplemental Forms, "NJTA Code of Ethical Standards."

## **SECTION IX**

### **INSURANCE AND INDEMNIFICATION**

Insurance coverages and an indemnification agreement, which will be ~~required~~ by the successful Consultant, are listed on the Authority's website under Business Center, Professional Services, Expressions of Interest, Supplemental Forms, "Orders For Professional Services Agreement (Complex and Routine)."

## **SECTION X**

### **DISCLOSURE FORM – OUTSTANDING WORK**

#### **Re: Disclosure Form – Outstanding Work**

The Consultant must submit for itself or each member of the joint venture, and all subconsultants the Disclosure Form titled “Outstanding Work Form” on the form available on the Authority’s website under Business Center, Professional Services, Expression of Interest, Supplemental Forms, “Disclosure Form – Outstanding Work.”

Please be advised that the Disclosure Form must allot for all work being performed for the Authority, which includes both the Turnpike and Parkway Divisions.

## SECTION XI

### NEW JERSEY TURNPIKE AUTHORITY SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM

It is the policy of the New Jersey Turnpike Authority (the “Authority”) that Small Business Enterprises (“SBE”) as determined and defined by the New Jersey Commerce and Economic Growth Commission (“Commerce Commission”) and the Department of the Treasury (“Treasury”) in N.J.A.C. 12A:10A-1 et seq. have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these SBEs for the issuance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include a goal of awarding at least twenty-five (25%) percent of the total value of the OPS to subconsultants who are registered with the Commerce Commission as a SBE. The Consultant must submit proof of its subconsultants SBE registration. In the event that the Consultant cannot comply with the goal set forth above, prior to the time of the award, the Consultant must demonstrate to the Authority’s satisfaction that a good faith effort was made to accomplish the above stated goal.

In order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:14-5.2, the consultant shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for Payment submitted without the completed SBE Form will not be processed.

If the Consultant, for any reason, at any time during the course of the OPS, intends to make any additions, deletions or substitutions to the list of firms on the SBE form submitted to the Authority, the Consultant shall submit such proposed changes for approval. Any such proposed changes must comply with the requirements and procedures set forth herein.

Evidence of a “good faith effort” includes, but is not limited to:

1. Consultant shall request a listing of small businesses from the Commerce Commission and the Authority and attempt to contact same;
2. Consultant shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, receipts from certified mail and telephone records;
3. Consultant shall provide proof of solicitations of SBEs for their services, including advertisements in general circulation media, professional service publications and minority and women focus media;
4. Consultant shall provide evidence of efforts made to identify work categories capable of being performed by SBEs;
5. Consultant shall provide all potential subconsultants with detailed information regarding the



project description;

6. Consultant shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants which submitted higher than acceptable fee estimates; and
7. Efforts made to use the services of available community organizations, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

Consultant shall maintain adequate records to document their efforts and will provide same to the Authority upon request.